death of the plaintiff was merely a mistake as to the person entitled to the fund. This raises no question of jurisdiction. It is the duty of a court of probate to decide who on the facts are the proper distributees. See *Loring* v. *Steineman*, 1 Metc. (Mass.) 204, 209. A decree of payment or distribution made by a probate court which has jurisdiction will protect an executor or administrator if he makes payment in good faith in accordance therewith. *Ernst* v. *Freeman*, 129 Mich. 271, 88 N. W. 636; *Lowry* v. *McMillan*, 35 Miss. 147. This protection is accorded him, even if the decree be subsequently reversed. *Cleaveland* v. *Draper*, 194 Mass. 118, 80 N. E. 227; *Charlton's Appeal*, 88 Pa. St. 476; *Johnson* v. *Clem*, 5 Ky. L. R. 793. The reason is that the court protects those who in accordance with a legal duty act in obedience to a valid decree. The bank in the principal case has a statutory duty to pay according to the decree of the probate court. MASS. REV. LAWS, c. 150, § 23. Accordingly, it should be protected in making the payment.

LIENS — ATTORNEY — LIEN ON DOCUMENT ENFORCED OUT OF FUND REALIZED THEREBY. — A solicitor held, under his general lien, papers of a company which had been his client. During proceedings to wind up the company, the solicitor, pursuant to an order expressly reserving his lien, surrendered into court a document reciting an agreement to lease mining rights to the client. The liquidator contracted to sell the mining rights. Upon the purchaser's default, a sum of money deposited with the liquidator became forfeited. The latter applies for an order allowing him to retain the fund. The solicitor claims priority for his lien. *Held*, that the fund is to be applied first to the satisfaction of the solicitor's lien. *In re The Ardtully Copper Mines, Ltd.*, 50 Ir. L. T. R. 95.

Voluntary surrender to the bailor ordinarily dissolves a lien. *Vinal* v. *Spofford*, 139 Mass. 126, 29 N. E. 288. Therefore where an attorney has acquired a lien on papers prior to winding-up proceedings, an order for surrender to the liquidator will not be sustained. *In re Rapid Transit Co.*, [1909] 1 Ch. 96. *Cf. In re Wilson*, 12 Fed. 235, 244. But if the delivery is for a temporary purpose only, with the lien reserved, it is not dissolved. *De Witt* v. *Prescott*, 51 Mich. 298, 16 N. W. 656. *Cf. Blunden* v. *Desart*, 2 Dr. & War. 405, 419. *Contra*, *McFarland* v. *Wheeler*, 26 Wend. (N. Y.) 467. *Cf. Gregory* v. *Morris*, 96 U. S. 619. Especially must this be so in the principal case, for the court ought surely to keep faith with its own order. *Cf. Greenfield* v. *Mayor*, 28 Hun (N. Y.) 320. The documents in the main case were of assistance in obtaining the forfeiture. It would therefore seem that the lien preserved on the document in court should be extended to the forfeiture money. *Cf. Boynton* v. *Braley*, 54 Vt. 92, 93, with *Blunden* v. *Desart*, 2 Dr. & War. 405, 424. For offspring and accessions to chattels are subject to the same bailee's and pledgee's rights as the chattels. See *Kellogg* v. *Lovely*, 46 Mich. 131, 133, 8 N. W. 699, 700. *Cf. Putnam* v. *Cushing*, 10 Gray (Mass.) 334. See 2 KENT, COMMENTARIES, 14 ed., 361. *Cf. Cory* v. *Harte*, 13 Daly (N. Y.) 147. Again, money collected by an attorney's efforts is subject to his charging lien. *In re Wilson*, 12 Fed. 235, 238. And courts have held, apparently on this analogy, that money realized by the delivery of essential papers might be subjected to the same lien. *Aycinena* v. *Peries*, 6 Watts & S. (Pa.) 243. See *In re Wilson*, 12 Fed. 235, 244. An objection to the application of such analogy is the fact that a charging lien is specific rather than general.

NATIONAL GUARD — THE STATUS OF THE STATE MILITIA UNDER THE HAY BILL. — The appellee, Emerson, a member of the Massachusetts militia, was called into the service of the United States to aid in repelling the incursions of Mexican bandits. He refused to take the oath required by the recent Hay Bill, and claimed to be discharged of all federal obligations, on the theory that so much of the Dick Act, under which he had enlisted, as provided for